

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
IN TACOMA

NATHANIEL LERUM, an individual,

Plaintiff,

v.

HERITAGE-CRYSTAL CLEAN, INC., a
Delaware corporation, HERITAGE-
CRYSTAL CLEAN OF WASHINGTON,
LLC, a foreign Limited Liability
Company, and WILLIAM LEE HINTON,
and his marital community,

Defendants.

Case No. 3:25-cv-05136-TMC

STIPULATED PROTECTIVE ORDER

1 1. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential,
3 proprietary, or private information for which special protection may be warranted.
4 Accordingly, the parties hereby stipulate to and petition the court to enter the following
5 Stipulated Protective Order. The parties acknowledge that this agreement is consistent
6 with LCR 26(c). It does not confer blanket protection on all disclosures or responses to
7 discovery, the protection it affords from public disclosure and use extends only to the
8 limited information or items that are entitled to confidential treatment under the
9 applicable legal principles, and it does not presumptively entitle parties to file
10 confidential information under seal.

11 2. "CONFIDENTIAL" MATERIAL

12 "Confidential" material shall include the following documents and tangible
13 things produced or otherwise exchanged: Plaintiff, Defendant(s), and third-party's
14 highly private identifying information (e.g., dates of birth, social security or taxpayer-
15 identification numbers, passport information, or driver-licenses); banking account
16 information and passwords; all Protected Health Information (PHI) as that term is
17 defined in the Health Insurance Portability and Accountability Act (HIPAA) Privacy
18 Rule; personnel files and employment records of current and former employees besides
19 Plaintiff; non-public workplace complaints by current and former employees besides
20 Plaintiff; compensation information of current and former employees besides Plaintiff;
21 non-public documents related to other litigation against Defendants; confidential
22 workplace investigation records; and the Parties' confidential financial, business, tax, or
23 insurance information that is not publicly available.
24

25 Nothing in the definition of "Confidential Material" is in any way an admission
26 or acknowledgement that the documents and tangible things listed herein are otherwise
27 discoverable. The Parties reserve all rights to object to the production of documents or

1 tangible things included in the list above, notwithstanding that these documents or
2 tangible things might be subject to the terms of this Protective Order.

3 Furthermore, marking materials "CONFIDENTIAL" is subject to the following
4 limitations: (1) the designation must be consistent with FRCP 26(c), (2) the designating
5 party must have "good cause" for marking a document as CONFIDENTIAL, and (3) the
6 designation "does not restrict the dissemination of the information if gained from other
7 sources." *Seattle Times Co. v. Rhinehart*, 467 U.S. 20, 37 (1984). To establish good cause,
8 the designating party must be able to show that specific prejudice or harm will result if
9 the confidentiality of the documents is not maintained.

10 The Parties further agree that materials marked as "CONFIDENTIAL" shall not
11 be redacted except in situations where the redacted material is protected by privilege.

12
13 3. SCOPE

14 The protections conferred by this agreement cover not only confidential material
15 (as defined above), but also (1) any information copied or extracted from confidential
16 material; (2) all copies, excerpts, summaries, or compilations of confidential material;
17 and (3) any testimony, conversations, or presentations by parties or their counsel that
18 might reveal confidential material.

19 However, the protections conferred by this agreement do not cover information
20 that is in the public domain or becomes part of the public domain through trial or
21 otherwise.

22 4. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL

23
24 4.1 Basic Principles. A receiving party may use confidential material that is
25 disclosed or produced by another party or by a non-party in connection with this case
26 only for prosecuting, defending, or attempting to settle this litigation. Confidential
27 material may be disclosed only to the categories of persons and under the conditions

1 described in this agreement. Confidential material must be stored and maintained by a
2 receiving party at a location and in a secure manner that ensures that access is limited
3 to the persons authorized under this agreement.

4 4.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise
5 ordered by the court or permitted in writing by the designating party, a receiving party
6 may disclose any confidential material only to:

7 (a) the receiving party's counsel of record in this action, as well as
8 employees of counsel to whom it is reasonably necessary to disclose the information for
9 this litigation;

10 (b) the officers, directors, and employees (including in house counsel)
11 of the receiving party to whom disclosure is reasonably necessary for this litigation,
12 unless the parties agree that a particular document or material produced is for
13 Attorney's Eyes Only and is so designated;

14 (c) experts and consultants to whom disclosure is reasonably
15 necessary for this litigation and who have signed the "Acknowledgment and Agreement
16 to Be Bound" (Exhibit A);

17 (d) the court, court personnel, and court reporters and their staff;

18 (e) copy or imaging services retained by counsel to assist in the
19 duplication of confidential material, provided that counsel for the party retaining the
20 copy or imaging service instructs the service not to disclose any confidential material to
21 third parties and to immediately return all originals and copies of any confidential
22 material; and
23

24 (f) witnesses or potential witnesses in the action to whom disclosure is
25 reasonably necessary and who have signed the "Acknowledgment and Agreement to
26 Be Bound" (Exhibit A), unless otherwise agreed by the designating party or ordered by
27

1 the court. Pages of transcribed deposition testimony or exhibits to depositions that
2 reveal confidential material must be separately bound by the court reporter and may
3 not be disclosed to anyone except as permitted under this agreement;

4 (g) the author or recipient of a document containing the information or a
5 custodian or other person who otherwise possessed or knew the information; and

6 (h) mutually agreed upon mediators and their staff.

7
8 4.3 Filing Confidential Material. Before filing confidential material or
9 discussing or referencing such material in court filings, the filing party shall confer with
10 the designating party, in accordance with Local Civil Rule 5(g)(3)(A), to determine
11 whether the designating party will remove the confidential designation, whether the
12 document can be redacted, or whether a motion to seal or stipulation and proposed
13 order is warranted. During the meet and confer process, the designating party must
14 identify the basis for sealing the specific confidential information at issue, and the filing
15 party shall include this basis in its motion to seal, along with any objection to sealing
16 the information at issue. Local Civil Rule 5(g) sets forth the procedures that must be
17 followed and the standards that will be applied when a party seeks permission from the
18 court to file material under seal. A party who seeks to maintain the confidentiality of its
19 information must satisfy the requirements of Local Civil Rule 5(g)(3)(B), even if it is not
20 the party filing the motion to seal. Failure to satisfy this requirement will result in the
21 motion to seal being denied, in accordance with the strong presumption of public access
22 to the Court's files.

23 5. DESIGNATING PROTECTED MATERIAL

24 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each
25 party or non-party that designates information or items for protection under this
26 agreement must take care to limit any such designation to specific material that qualifies
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1 under the appropriate standards. The designating party must designate for protection
2 only those parts of material, documents, items, or oral or written communications that
3 qualify, so that other portions of the material, documents, items, or communications for
4 which protection is not warranted are not swept unjustifiably within the ambit of this
5 agreement.

6 Mass, indiscriminate, or routinized designations are prohibited. Designations
7 that are shown to be clearly unjustified or that have been made for an improper purpose
8 (e.g., to unnecessarily encumber or delay the case development process or to impose
9 unnecessary expenses and burdens on other parties) expose the designating party to
10 sanctions.

11 If it comes to a designating party's attention that information or items that it
12 designated for protection do not qualify for protection, the designating party must
13 promptly notify all other parties that it is withdrawing the mistaken designation.
14

15 5.2 Manner and Timing of Designations. Except as otherwise provided in this
16 agreement (see, e.g., section 5.3 below), or as otherwise stipulated or ordered, disclosure
17 or discovery material that qualifies for protection under this agreement must be clearly
18 so designated before or when the material is disclosed or produced.

19 (a) Information in documentary form: (e.g., paper or electronic
20 documents and deposition exhibits, but excluding transcripts of depositions or other
21 pretrial or trial proceedings), the designating party must affix the word
22 "CONFIDENTIAL" to each page that contains confidential material. If only a portion or
23 portions of the material on a page qualifies for protection, the producing party also must
24 clearly identify the protected portion(s) (e.g., by making appropriate markings in the
25 margins).

26 (b) Testimony given in deposition or in other pretrial proceedings: the
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1 parties and any participating non-parties must identify on the record, during the
2 deposition or other pretrial proceeding, all protected testimony, without prejudice to
3 their right to so designate other testimony after reviewing the transcript. Any party or
4 non-party may, within fifteen days after receiving the transcript of the deposition or
5 other pretrial proceeding, designate portions of the transcript, or exhibits thereto, as
6 confidential. If a party or non-party desires to protect confidential information at trial,
7 the issue should be addressed during the pre-trial conference.

8 (c) Other tangible items: the producing party must affix in a prominent
9 place on the exterior of the container or containers in which the information or item is
10 stored the word "CONFIDENTIAL." If only a portion or portions of the information or
11 item warrant protection, the producing party, to the extent practicable, shall identify the
12 protected portion(s).

13 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
14 failure to designate qualified information or items does not, standing alone, waive the
15 designating party's right to secure protection under this agreement for such material.
16 Upon timely correction of a designation, the receiving party must make reasonable
17 efforts to ensure that the material is treated in accordance with the provisions of this
18 agreement.

19
20 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

21 6.1 Timing of Challenges. Any party or non-party may challenge a
22 designation of confidentiality at any time. Unless a prompt challenge to a designating
23 party's confidentiality designation is necessary to avoid foreseeable, substantial
24 unfairness, unnecessary economic burdens, or a significant disruption or delay of the
25 litigation, a party does not waive its right to challenge a confidentiality designation by
26 electing not to mount a challenge promptly after the original designation is disclosed.
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1 6.2 Meet and Confer. The parties must make every attempt to resolve any
 2 dispute regarding confidential designations without court involvement. Any motion
 3 regarding confidential designations or for a protective order must include a
 4 certification, in the motion or in a declaration or affidavit, that the movant has engaged
 5 in a good faith meet and confer with other affected parties in an effort to resolve the
 6 dispute without court action. The certification must list the date, manner, and
 7 participants to the conference. A good faith effort to confer requires a face-to-face
 8 meeting, telephone conference, or video call (e.g., Zoom).

9 6.3 Judicial Intervention. If the parties cannot resolve a challenge without
 10 court intervention, the designating party may file and serve a motion to retain
 11 confidentiality under Local Civil Rule 7 (and in compliance with Local Civil Rule 5(g),
 12 if applicable). The burden of persuasion in any such motion shall be on the designating
 13 party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or
 14 impose unnecessary expenses and burdens on other parties) may expose the
 15 challenging party to sanctions. All parties shall continue to maintain the material in
 16 question as confidential until the court rules on the challenge.

17 7. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
 18 IN OTHER LITIGATION

19 If a party is served with a subpoena or a court order issued in other litigation that
 20 compels disclosure of any information or items designated in this action as
 21 "CONFIDENTIAL," that party must:

22 (a) promptly notify the designating party in writing and include a
 23 copy of the subpoena or court order;

24 (b) promptly notify in writing the party who caused the subpoena or
 25 order to issue in the other litigation that some or all of the material covered by the
 26 subpoena or order is subject to this agreement. Such notification shall include a copy of
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1 this agreement; and

2 (c) cooperate with respect to all reasonable procedures sought to be
3 pursued by the designating party whose confidential material may be affected.

4 8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

5 If a receiving party learns that, by inadvertence or otherwise, it has disclosed
6 confidential material to any person or in any circumstance not authorized under this
7 agreement, the receiving party must immediately (a) notify in writing the designating
8 party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized
9 copies of the protected material, (c) inform the person or persons to whom unauthorized
10 disclosures were made of all the terms of this agreement, and (d) request that such
11 person or persons execute the "Acknowledgment and Agreement to Be Bound" that is
12 attached hereto as Exhibit A.

13 9. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
14 PROTECTED MATERIAL

15 When a producing party gives notice to receiving parties that certain
16 inadvertently produced material is subject to a claim of privilege or other protection,
17 the obligations of the receiving parties are those set forth in Federal Rule of Civil
18 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
19 may be established in an e-discovery order or agreement that provides for production
20 without prior privilege review. The parties agree to the entry of a non-waiver order
21 under Fed. R. Evid. 502(d) as set forth herein.

22 10. NON-TERMINATION AND DESTRUCTION OF DOCUMENTS

23 Within 60 days after the termination of this action, including all appeals, each
24 receiving party must delete or destroy all copies of confidential material that were
25 produced by the producing party, including all extracts and summaries thereof.

26 Notwithstanding this provision, counsel are entitled to retain one archival copy
27

1 of all documents filed with the court, trial, deposition, and hearing transcripts,
2 correspondence, deposition and trial exhibits, expert reports, attorney work product,
3 consultant and expert work product, and discovery even if such materials contain
4 confidential material. Counsel are entitled to retain one archival copy of the
5 aforementioned materials as part of the complete client file, as recommended by the
6 WSBA *Guide to Best Practices for Client File Retention and Management*, which either party
7 may maintain for up to six years.

8 The confidentiality obligations imposed by this agreement shall remain in effect
9 until a designating party agrees otherwise in writing or a court orders otherwise.

10 IT IS SO STIPULATED THROUGH COUNSEL OF RECORD.
11

12 DATED this 3rd day of July, 2025.

13 SEARS INJURY LAW, PLLC
14

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23 *Attorneys for Plaintiff Nathaniel Lerum*

Attorneys for the Defendants

1 PURSUANT TO STIPULATION, IT IS SO ORDERED

2 IT IS FURTHER ORDERED that pursuant to Fed. R. Evid. 502(d), the
3 production of any documents, electronically stored information (ESI) or information,
4 whether inadvertent or otherwise, in this proceeding shall not, for the purposes of this
5 proceeding or any other federal or state proceeding, constitute a waiver by the
6 producing party of any privilege applicable to those documents, including the
7 attorney-client privilege, attorney work-product protection, or any other privilege or
8 protection recognized by law. This Order shall be interpreted to provide the maximum
9 protection allowed by Fed. R. Evid. 502(d). The provisions of Fed. R. Evid. 502(b) do
10 not apply. Nothing contained herein is intended to or shall serve to limit a party's
11 right to conduct a review of documents, ESI or information (including metadata) for
12 relevance, responsiveness and/or segregation of privileged and/or protected
13 information before production. Information produced in discovery that is protected as
14 privileged or work product shall be immediately returned to the producing party.
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20 DATED this 7th Day of July, 2025

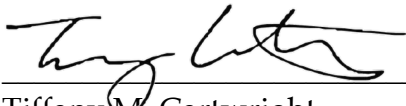
21
22 
23 Tiffany M. Cartwright
24 United States District Judge
25
26
27

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under
penalty of perjury that I have read in its entirety and understand the Stipulated
Protective Order that was issued by the United States District Court for the Western
District of Washington on [date] in the case of *Nathaniel Lerum v. Heritage Crystal Clean
Inc, et al*, Case No. 3:25-cv-05136-TMC. I agree to comply with and to be bound by all
the terms of this Stipulated Protective Order and I understand and acknowledge that
failure to so comply could expose me to sanctions and punishment in the nature of
contempt. I solemnly promise that I will not disclose in any manner any information
or item that is subject to this Stipulated Protective Order to any person or entity except
in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Western District of Washington for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action.

Date: _____

City and State where sworn and signed: _____

Printed Name: _____

Signature: _____